

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
MIDDLE DIVISION

98 OCT 20 AM 8: 02

U.S. DISTRICT COURT
N.D. OF ALABAMA

JAMES CHAMBERS, as Executor }
of the Estate of Clyde M. }
Chambers, deceased }

Plaintiff

CIVIL ACTION NO.

Cho

vs.

98-AR-1549-M

ENTERED

GOODYEAR TIRE & RUBBER }
COMPANY, INC., }

Defendant

OCT 20 1998

MEMORANDUM OPINION

Plaintiff, James Chambers, as Executor of the Estate of Clyde M. Chambers, Jr., has accepted the offer of judgment tendered by defendant, Goodyear Tire & Rubber Company, Inc., pursuant to Rule 68, F.R.Civ.P., in the amount of \$29,000 plus pre-judgment interest, if any, to be fixed at the court's discretion. The terms of the Rule 68 offer with respect to pre-judgment interest was as follows:

Against Defendant and in favor of Plaintiff for pre-judgment interest, if and only if the Court allows such in its discretion, at a rate to be determined by the Court in its discretion.

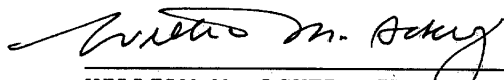
Although Goodyear's offer did not say "unbridled discretion," so that the court cannot be totally arbitrary, the court interprets the choice of language to eliminate the need for this court to write a lengthy opinion finding facts and stating legal conclusions

to justify its exercise of discretion. In other words, the court will, instead of assuming "unbridled" discretion, assume "broad" discretion.

The \$26,333 pre-judgment interest for which plaintiff contends is too much, and the "nothing" for which defendant contends is too little. The court concludes that under the overall circumstances a more appropriate and reasonable pre-judgment interest is the sum of \$10,272, arrived at by using the higher of defendant's two methods of calculation.

A separate judgment will be entered accordingly.

DONE this 19th day of October, 1998.

A handwritten signature in cursive script, reading "William M. Ackers, Jr.", written over a horizontal line.

WILLIAM M. ACKER, JR.
UNITED STATES DISTRICT JUDGE